



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. SPD	A	Contract Number	
County Department Special Districts Department			Dept. Orgn.		Contractor's License No. 573635		
County Department Contract Representative Debra Andersen			Telephone 955-9885		Total Contract Amount Not to exceed \$50,000 per FY		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code 91400		Contract Start Date		Contract End Date June 2006		Original Amount	
Amendment Amount							
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Maintenance & Emergency Repair of Booster Pump Station Services Contract type 2b				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				03/04	\$50,000		
				04/05	\$50,000		
				05/06	\$50,000		

THIS CONTRACT is entered into in the State of California by and between, All Board Governed Water Districts, hereinafter called the District, and

Name

MMC, INCORPORATED

hereinafter called CONTRACTOR

Address

8405 ARTESIA BLVD

BUENA PARK, CA 90621

Telephone

714-521-2022

Federal ID No. or Social Security No.

33-0496592

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I.

The complete Contract includes all of the Contract Documents, to wit:

- A. Request For Proposal, dated April 23, 2003.
- B. Contractor's Proposal dated May 7, 2003 as attachment A1 and A2.
- C. Certified copy of the Record of Action of the Board of Supervisors, County of San Bernardino and they are included in their entirety as a part of this Contract and by reference thereto.

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II.

The Contractor agrees to perform certain maintenance and emergency work as set forth and particularly described in this Contract and the aforementioned documents, per the Contractor's attached fee schedule (Attachment "A2"), and in consideration of a maximum dollar limit of \$50,000/per year.

Contractor shall only engage in the work with prior approval by the District Authorized Representative(s) (Attachment "B"). The Special Districts Department shall administer services specifically set forth in this Agreement.

III.

The District agrees to pay for the work as assigned by telephonic call-out, in accordance with the rates on Attachment "A2" subject to prior approval of work and on going verification of satisfactory performance by District. Payment shall not be made more often than once each thirty (30) days. Contractor shall itemize the work performed and indicate on their invoice dates, times, locations, equipment and amount of materials used at such assigned work locations.

The Contractor understands that District has contracted with multiple contractors for similar services provided under this Agreement. Contractor further acknowledges that no work is implied or guaranteed under this Agreement and that Contractor may not receive any work during the term of this Agreement.

IV.

The term of this Agreement shall be for three (3) years from the date of approval by the Board of Supervisors.

VI.

Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District or County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

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- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers Compensation, shall contain additional endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, the District, and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or District.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services.

Within thirty (30) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the District and County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District or County. In

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addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District or County, inflation, or any other item reasonably related to the District's or County's risks.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VII.

SCOPE OF SERVICES

- A. Scope of Services For Booster Pumps:
 - a. Contractor shall perform routine and on occasion emergency repairs on potable water Booster Stations and wastewater facilities pumps, see attachments C1 – Pump Data: Water Districts and C-2,3 – Pump Data: Sanitation Districts. District may elect to remove such pumps as they deem necessary and deliver to the CONTRACTOR for repair.
 - b. Contractor shall repair or replace pumps, electric motors, valves (gate, butterfly, check, etc.), piping, and other appurtenant equipment at these facilities.
 - c. Contractor shall have all tools, equipment, and repair parts on hand. Should repair task require resources beyond the CONTRACTORS inventory, CONTRACTOR will obtain any specialized equipment or parts necessary to perform the work upon District approval.
 - d. Contractor shall have available all equipment to work in a confined space environment as defined by the CAL-OSHA definitions.
 - e. Contractor shall furnish a verbal and written report to authorized District staff as shown in Attachment B – Authorized District Personnel List as to their service and outline recommendations of repairs (if any). District staff reserves the right to determine the course of action regarding the pump status.
 - f. Contractor shall perform work on equipment at any location within San Bernardino County. A majority of equipment is at locations listed in Attachments C-1, 2, 3.
 - g. Contractor shall respond to all service calls within 24 hours unless prior arrangements have been satisfactorily made with the District representative. In emergency situations response shall be no later than 2 hours. District will determine whether call is routine or emergency.
- B. **SUPERVISION** – Contractor's supervisory personnel shall regularly inspect the premises, the work done by Contractor's personnel and shall exercise complete authority over all such employees. The Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the District.

- C. **JOB STANDARDS** - All work performed by the Contractor shall meet or exceed all applicable safety, environmental and trade codes including AWWA standards. Workmanship shall be in the best standard practices of the trade. Reasonable care needs to be taken while performing tasks in and around District property and Contractor must repair any damage made by Contractor in an appropriate and timely manner. The work area shall be clean and free of debris continuously throughout the workday. Special attention to material control shall be exercised in ALL areas. Work shall not impede District business, create a nuisance, or endanger District employees and/or the Public.
- D. **LAWS and REGULATIONS** - Contractor shall be responsible for complying with all applicable Federal and State statutes, codes and regulations, County Rules and Regulations including CAL-OSHA, for all work including required REPAIRS, MONITORING, TESTING, TRAINING, RECORD KEEPING, and REPORTING.
- E. Contractor shall be responsible for providing traffic control, safe passage of pedestrians, maintaining trench safety to include shoring (if needed), proper and safe operation of all needed equipment and comply with all Federal, State and local safety requirements at Contractors' expense.
- F. **EQUIPMENT** - All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the District. District may inspect all supplies and equipment furnished by the Contractor and require inferior supplies be replaced to the satisfaction of the District. All Contractor equipment and tools stored on site are to be clearly identified as Contractor's owned equipment.

VIII.

SUBCONTRACTING – Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the District. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

IX.

ASSIGNABILITY - Without the prior written consent of the District, this Agreement is not assignable by Contractor either in whole or in part

X.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

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XI.

TERMINATION FOR CONVENIENCE – This Contract may be terminated in whole or in part upon thirty (30) calendar days written notice by the District for its convenience. If such termination is effected, the District shall pay Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of a termination notice, Contractor shall promptly discontinue all services unless the notice directs otherwise. The Director of the Special Districts Department has the authority to terminate this Contract.

XII.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

XIII.

Attorney's Fees and Costs - If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under article IV, Indemnification.

XIV.

Jury Trial Waiver - Contractor and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against District, or District against Contractor, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Contractor and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

XV.

Former County Officials - Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

XVI.

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Inaccuracies or Misrepresentations - If during the course of the administration of this agreement, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino, acting as the governing board of the District, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By: _____
Deputy

MMC INC.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name: JAGAT-S MEHTA
(Print or type name of person signing contract)

Title: CEO
(Print or Type)

Dated: _____

Address: 8405 ARTESIA BLVD
BUENA PARK, CA 90621

Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____ Designee	► _____ Department Head
Date _____	Date _____	Date _____

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Attachment B- Authorized District Personnel List

The following named individuals shall be responsible for authorizations to work orders for all the Water and Sanitation Districts named.	
ALL DISTRICTS 157 W. 5 th St., Second Floor San Bernardino CA. 92415-0450 (909) 387-5940 (909) 387-5968 Fax	Thomas Sutton, Water & Sanitation General Manager Lisa Manning, Division Chief Jim Oravets, Engineer
CRESTLINE SANITATION DISTRICT 24516 Lake Drive Crestline CA. 92325 (909) 338-1751 (909) 338-5306 Fax	Kathy Whalen, District Manager Dale Schindler, Chief Plant Operator Mark Pattison, Chief Plant Operator
SPECIFIC DISTRICTS: (CSA 42, 64, 70, 79, and 82 and all their Improvement Zones) P.O. Box 5004 12402 Industrial Blvd. Bldg. D, Ste 6 Victorville, CA. 92392-5004 (760) 955-9885 (760) 955-9685 Fax	Jim Payfer, Maintenance Supervisor Mark Pattison, Chief Plant Operator Bill Stone, Water Operations Manager Dave Cloutman, Assistant Water Operations Manager Clint Goodwin, Maintenance Worker III Steve Samaras, Maintenance Worker III Steve Clark, Maintenance Worker III Joe Mathien, Maintenance Worker III

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Attachment C1 – Pump Data: Water Districts

PROJECT NUMBER 2003-02	
REPAIR AND MAINTENANCE OF PUMPS AND PUMPING STATIONS	
CSA/LOCATION	NUMBER OF BOOSTER PUMPS
CSA 42 – ORO GRANDE	NO PUMP DATA AVAILABLE
CSA 64 - SPRING VALLEY LAKE	2 BOOSTER PUMPS
CSA 70 Zone C – HELENDAL/SILVER LAKES	NO PUMP DATA AVAILABLE
CSA 70 Zone F – MORONGO VALLEY	2 BOOSTER PUMPS
CSA 70 Zone J – HESPERIA & OAK HILLS	12 BOOSTER PUMPS
CSA 70 Zone L – OAK SPRINGS, PHELAN & PINION HILLS	59 BOOSTER PUMPS
CSA 70 Zone W-1 – LANDERS	2 BOOSTER PUMPS
CSA 70 Zone W-3 – MORONGO VALLEY/HACIENDA HEIGHTS	4 BOOSTER PUMPS
CSA 70 Zone W-4 - PIONEERTOWN	NO PUMP DATA AVAILABLE
Booster pumps consist of vertical turbine, horizontal and split case pumps. Single to multiple stage.	

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Attachment C2 – Pump Data: Sanitation Districts

PROJECT NUMBER 2003-02

REPAIR AND MAINTENANCE OF PUMPS AND PUMPING STATIONS

CSA/LOCATION	NUMBER OF PUMPS
CSA 42 - ORO GRANDE	NO PUMP DATA
CSA 53 - FAWNSKIN	
“A” STATION	2 Submersible
“B” STATION	2 Submersible
“C” STATION	2 Centrifugal-vertical
CSA 64 - SPRING VALLEY	
CATILINA	2 Centrifugal-vertical
PARKWAY	3 Centrifugal-horizontal
LAKE VIEW	2 Auger 1 Submersible
CSA 70B – HELENDALE	
SMITHSON	3 Centrifugal-horizontal
SCOONER	2 Pneumatic Injection
PARKWAY	2 Pneumatic Injection
CSA 70S3 – LYTLE CREEK	
LIFT STATION #1	2 Submersible
LIFT STATION #2	2 Centrifugal-vertical
CSA 70SP2 – HIGH COUNTRY	NO PUMP DATA
CSA 79 – GREEN VALLEY	
DEERLICK	2 Centrifugal-vertical
CANYON	2 Submersible
AHWAHNEE	2 Centrifugal-vertical
CRAB FLATS	2 Centrifugal-vertical
CSA – 82 – TRONA / PIONEERPOINT	NO PUMP DATA
CRESTLINE	
GREGORY	2 Centrifugal-vertical
FOREST SHADE	2 Submersible
BERNARD	2 Submersible

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Attachment C3 - Pump Data: Sanitation Districts

PROJECT NUMBER 2003-02	
REPAIR AND MAINTENANCE OF PUMPS AND PUMPING STATIONS	
CSA/LOCATION	NUMBER OF PUMPS
CSA70 S-3 - LYTLE CREEK	
	2 R.A.S./W.A.S. SLUDGE PUMP
	WELL WATER BOOSTER PUMP
	WELL HEAD PUMP
CSA70 B - SILVERLAKES	
	GRIT PUMP
	6 SLUDGE PUMPS
	2(O.D.S. AIR DIAPHRAM)
	6 SLUDGE PUMPROOM SUMP PUMPS
	2 PRIMARY EFFLUENT BIOFEED PUMPS
	2 SLUDGE BED FILTRATE PUMPS
	2 SOD FARM EFFLUENT PUMPS
	PRIMARY AERATION PUMP
	4 GROUNDWATER WELL PUMPS

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